

TERMS AND CONDITIONS FOR BEST POINT MOBILE BANKING SERVICES

Terms and Conditions for Best Point Customers on the usage of Best Mobile Banking Service. We will invoke these terms and conditions once you onboard our Mobile Banking Short code / Mobile App. Kindly read through carefully before accepting it. Acceptance of these terms includes, but not limited to, continued usage, registering for or onboarding the underlisted services. Acceptance of the terms means you are legally bound to abide by it. If you do not accept these terms and conditions, you shall be denied access to the underlisted services:

- 1) Best Point Mobile Banking (including SMS Alert)
- 2) Best Point Short Code (USSD)
- 3) Best Point Mobile APP (to include QR, NFC)

1. The Best Mobile Banking Application or USSD platform (*277#) or any other short code published by Best Point subsequently with the use of a mobile device (e.g. *277*02#): By using the Service, the Customer thereby agrees and consents to these Terms and Conditions, which form the contract between the Customer and Best Point

CUSTOMER'S RESPONSIBILITIES

2. The Customer shall be responsible for safeguarding his/her password or Personal Identification Number (PIN). Accordingly, the Best Point is expressly exempted from any liability arising from unauthorized access to the Customer's account as a result of the Customer's failure to safeguard his/ her password or PIN.
3. The Customer shall ensure the secrecy of his/her Account Details, password of hand handled device or PIN. Accordingly, Best Point is expressly exempted from any liability arising from the Customer's breach of duty of secrecy.
4. The Customer acknowledges that it is the sole responsibility of the Customer to ensure that the use of the Service is in accordance with the rules and regulations of the applicable law. The Customer undertakes not to use the Service to effect payment(s) for any illegal purposes (i.e. transactions not permitted under applicable laws, rules and regulations) including but not limited to money laundering, the transmission of any unlawful, libellous, offensive or obscene material.
5. The Customer shall be required to acquaint himself/herself with the process for using the Service and that he/she shall be responsible for any error made while using the Service.
6. It is the responsibility of the Customer to advise Best Point immediately of any change in his mobile number or loss/theft of mobile phone or loss/theft of handset / device by adopting the procedure laid down by Best Point.
7. The Telecom Service provider of the Customer may levy charges for each SMS / internet and Best Point is not liable for any dispute that will arise between such Telecom service provider and the Customer.
8. Best Point shall upon receipt of notice of loss or theft of handset, de-activate the service. Best Point is not responsible for any loss of funds, relating to the loss/theft of a handset that occurs between the period of such loss/theft and the time that the service is de-activated by the Bank

CUSTOMER'S GUIDELINES

- a. The Customer shall provide true, accurate, current and complete information about himself/herself as requested by the Best Point in the KYC / Onboarding forms. The Customer shall not misrepresent his /her identity.
- b. The Customer shall not assign or make any commercial use of the Service.
- c. The instructions of the Customer shall be effected only after authentication under his/her USER ID and PIN or through any other mode of verification as may be later stipulated at the discretion of the Best Point.
- d. While Best Point will maintain and carry out the instructions received from the Customer promptly, it shall not be responsible for the delay/failure in carrying out the instructions due to any reasons whatsoever including failure of operational system or due to any requirement of law.
- e. The Customer expressly authorizes Best Point to access his/her account information required for offering the services under the Service.
- f. The Customer understands that Best Point may send "rejection" or "cannot process" the request messages for the service request(s) sent by the Customer, which could not be executed for any reason.
- g. The Customer expressly authorizes Best Point to carry out all requests/ transactions purporting to have been received from his/her device or hardware device and authenticated with his/her password /PIN In the case of payment facilities like fund transfer, bills payments, etc.
- h. The Customer shall be deemed to have expressly authorised Best Point to make the payment when a request is received from him/her. The content and information on Best Point website as well as all rights to the web site are the property of Best Point. The Customer is only allowed to use the content and information as expressly authorized by the Services. Accordingly, the Customer shall not copy, reproduce, distribute, or create any derivative work from the content and information.

BUSINESS DAYS AND NOTICE OF INTERRUPTIONS

- a) Electronic Banking services are available every business day including weekends and holidays except as provided below:
 - i) Technical failure or problems with a Communication System directly or indirectly involved in providing Internet and Banking Services, be it Best Point or a third party's;
 - ii) Problems with a telecommunication or electricity service; or
 - iii) Other circumstances beyond our control
- b) Best Point may occasionally perform maintenance on systems and equipment and this may result in error messages or interrupted Services.
- c) Best Point shall within twenty-four hours of a disruption or anticipated disruption inform the Customer through short messaging system or other means determined by Best Point.

- d) If Electronic Banking services are unavailable for any reason, Best Point should communicate with the customer in any other way so that the Customer limits potential losses on the Customer's Account.

LIMITATIONS OF SERVICES

- a. The Customer's ability to initiate Mobile Banking transfers between deposit accounts may be limited by the terms of Best Point's deposit agreement.
- b. The Bank may refuse to make any bank transfer for security reasons or otherwise provided in a deposit agreement with Best Point.
- c. Best Point cannot postdate bank transfers.

FEES AND CHARGES

- a) The services are available for a fee and service charges are determined by Best Point from time to time. Best Point reserves the right to charge the Customer a fee for the use of the services provided under the Service.
- b) Display of such charges on the Bank's website, Bank's SMS blast, Head Office and branches in a standard form determined by the Bank would serve as sufficient notice and the same is binding on the Customer.
- c) Fees may be collected from the Customer in such manner and at such intervals as Best Point may specify. The Customer authorizes Best Point to debit any of his accounts with any fees and/or charges in relation to the use and/or termination of the services.
- d) Best Point shall prompt the Customer that continuing with the signing on process for any transaction would be deemed as the Customer having read and accepted these Terms and Conditions.
- e) Best Point shall give Thirty (30) days prior notice to the Customer of a change in the fee structure through short messaging service or any other means determined by Best Point. This shall be binding on the Customer if the Customer continues to maintain or use the services after the effective date of this Agreement.

NOTICES

- a. All notices and other communications to the Customer shall be in writing and delivered to the email address and phone number (text message), the Customer has provided to Best Point.
- b. All notices and other communications to Best Point from the Customer shall be in writing and delivered to the Best Point's address.

COMPLAINTS

- a. Customers can lodge complaints through the Bank's toll free number **0800505050** or Best Point's complaint number **0506877333**. In addition, customers can call on customer service officers at the Bank's branch offices.
- b. Customers may also lodge complaints, if any, through electronic mails, short messaging service and personal visits.
- c. Best Point will display the address, telephone numbers, and electronic mail address of the complaints resolution desk prominently at its branches and through its published electronic media channels (such as website, social media handles and publications).

AMENDMENTS

- 1. Best Point reserves the right to lay down further terms and conditions or to amend these Terms and Conditions (including any fees or charges) pursuant to the introduction of new products or technology or to take into consideration any increase in costs or decrease in Best Point's return or for security, legal, regulatory or market reasons or changes in internationally accepted Banking.
- 2. Best Point will give reasonable notice to the Customer of any addition and/or changes to these Terms and Conditions, which notice, shall, in the absence of exceptional circumstances, be of thirty (30) days of such revision. Terms and Conditions shall be binding on the Customer if the Customer continues to maintain or use the services on or after the effective date.

RECORDS RETENTION AND DATA PROTECTION

- Best Point will store information and instructions received from you through any means or device(s) used, for a minimum of six years, as required by law, and such information will be accessed by employees of Best Point (as is deemed necessary) on need-to-know basis.
- Best Point will comply with Data Protection Act, 2012(Act 843) and all applicable laws and regulations relating to the processing of personal data or privacy or any amendments and re-enactments thereof, and shall procure that its employees observe the provisions of the same.

NOTE: NEW USERS

New users may sign up the Service by completing the account opening forms and the USSD on-board forms with a complete KYC requirement form at any branch or downloading the form off Best Point's website, duly completing it, scanning and submitting it as an e-mail attachment alongside a scanned valid ID to info@bestpointgh.com.

DECLARATION

The terms and conditions have been explained to me and I agree to comply.

Customer Signature:

Thumbprint: Left Right

Customer Name:

Date:

Public